

TECHNICAL STATEMENT OF WORK FOR THE PUBLIC REFERENCE ROOM

C.1 Background

The Federal Energy Regulatory Commission (FERC) regulates a major segment of the U.S. energy industry and, through its actions, affects the economic well-being of most U.S. consumers. It is essential that members of the public, nationwide, are provided a variety of means of obtaining information and copies of FERC public documents.

The Public Reference Room (PRR) serves as the Commission's focal point for providing the public's informational needs. Under the Commission's public information rules (18 CFR, Part 388), most documents filed or issued by the Commission are available for public inspection and photocopying within the PRR. As a part of this service, the FERC requires that document duplication services and other types of media reproduction be provided so that the public can obtain copies of the documents, either in their entirety or portion, and be furnished with copies in the format requested. The Contractor will also provide a full service information research and retrieval service.

The FERC Headquarters' PRR is currently located at 888 First Street, NE, Room 2-A, Washington, DC. The PRR is open to the public Monday through Friday, from 8:30 a.m. to 5:00 p.m., Eastern Time, except Federal holidays.

C.2. Objective

The objective of this Technical Statement of Work is to have personnel and equipment located within the Public Reference Room to provide printing, duplication, downloading, and information research and retrieval services for the public.

C.3. Scope of Work

C.3.1. Contractor-Provided Services

Services required hereunder shall include, at a minimum, but are not necessarily limited to:

- (1) Printing documents from authorized Commission resources and systems.
- (2) Paper-to-paper - reproduction.
- (3) Self-service copying services.

- (4) Electronic information - extraction, production, reproduction, downloading and printing.
- (5) Information research and retrieval services.
- (6) Microfiche/microfilm - production, reproduction, research and/or printing.
- (7) Maintenance of subscriptions and/or mailing lists for various document or information releases.
- (8) Local and long distance fax services.
- (9) Document/product delivery services.
- (10) Management of financial transactions with the public for services rendered.
- (11) Managing Work Flow and Customer Inquiries.

Removal of any FERC documents from the premises is prohibited unless authorized in advance by the Task Manager.

C.3.2. Estimated Volume of Work

The FERC makes no guarantee to the Contractor concerning the number of pages or documents to be produced or the use of one medium versus another.

C.3.3. Characterization of PRR

The PRR serves a varied public, including representatives of the media, trade press, government, law firms, regulated industries, and the general public. Users will typically fall into one of three basic groups: (1) frequent repeat users with a steady and constant need for PRR documents; (2) infrequent or one-time users and (3) users visiting only on days when there is a Commission Meeting to obtain copies of the Draft Orders.

Orders for Contractor services are submitted to the Contractor by the following:

- Onsite public requesters for themselves
- Onsite public requesters for their firm/organization

- Onsite information brokers for their clients
- Offsite requesters for themselves, their clients, or their firm/organization
- PRR staff for public requesters mailing or faxing letters to the PRR
- PRR staff for public requesters using the Internet or telephone to contact the PRR.

C.3.4. Types of Documents

Documents to be copied, printed, downloaded or researched may include, but are not limited to:

- Filings submitted to the Commission, including applications, petitions and other pleadings requesting FERC action, responses, protests, motions, briefs, and Commission and staff material relating to any proceeding.
- Agendas for public Commission meetings, lists of Agenda items stricken, supplemental notices, and lists of actions taken at the meetings.
- Transcripts of hearings, hearing exhibits and prepared testimony.
- Administrative Law Judges' actions, orders and notices in connection with proceedings.
- Environmental assessments and impact statements prepared by staff and Contractors pursuant to the National Environmental Policy Act.
- Annual, quarterly, monthly or other reports and forms required to be filed by regulated companies.
- Legislative proposals, correspondence, and reports concerning FERC (following release by the appropriate committee or member of Congress).
- Filings and records in court proceedings to which the Commission is a party.
- Draft Orders.

- Subject index of Commission actions.
- Service Lists
- Training Materials (paper or CD ROM).

At this time, formal documents, i.e., issuances (Notices, Opinions, Commission and Delegated Orders) from the Office of the Secretary that are posted on the bulletin board at 10:00 a.m., 3:00 p.m. and sometimes "late postings" at 4:30 p.m. daily and after 5:00 p.m. will be provided to the Contractor as shortly after receipt of the paper issuance as is possible.

It should be noted that FERC documents are considered "issued and posted" either through the paper copy or through the Commission Issuance Posting System (CIPS), whichever occurs first. The formal documents are available on CIPS throughout the day and can be printed and downloaded from the FERC Website. In addition, FERC is generally moving toward a time in the future where all issuances may be made electronically, and there may not be a paper copy issued. If and when that occurs, paper copies would have to be obtained from FERC's systems or its Website. Therefore, the paper copy will be received generally on the schedule mentioned above, but may be received sometime later than the initial issuance and posting if it occurs through CIPS.

The Contractor will be responsible for developing a working knowledge of the U.S. Hydroelectric, Electric, Oil Pipeline and Natural Gas industries regulated by the Federal Energy Regulatory Commission. The Contractor shall describe the methodology it intends to use to develop this knowledge.

C.3.5. Document Media

The Commission maintains several systems and resources, including a Website, which contain publicly-available information. The Contractor shall be responsible for downloading information to diskette or to CD ROM, printing, reproducing, and/or researching information from these systems and resources.

Since technology is changing so rapidly, the FERC reserves the right to provide different services to PRR users in whatever fashion, medium, and format are best for the agency and the public.

C.3.6. Care and Handling of Documents

The PRR staff has the primary responsibility for maintenance of the document collection. However, the Contractor shall be responsible for making a conscious effort to prolong the life of each document and folder which it processes and refiles and to prevent its deterioration and destruction. Repeated use, disassembly and reassembly of multipage documents and folders inevitably degrade their condition, resulting in a wide variation in the condition of documents. The Contractor is responsible for training and monitoring its staff in the appropriate handling of documents, and ensuring documents are maintained in a secure environment.

C.3.7. Copyrighted Documents

The Copyright issue continues to evolve. The Contractor shall respond as instructed by the Task Manager when policy and procedures for handling copyrighted materials change. The Contractor shall not knowingly reproduce copyrighted material.

C.3.8. Contractor Services Order Form

The Contractor shall prepare, print and supply order forms for use by the public and PRR staff for requesting Contractor services. The Contractor shall obtain approval from the Task Manager before making any changes to an existing order. The order form shall identify all pertinent reproduction, billing, and shipping information.

C.3.9. Contractor Price List

A list of proposed Contractor prices shall be submitted with the Contractor's proposal. The price list will provide proposed fees for and descriptions of services, reflecting both the standard and express turn-around times. These proposed fees will reflect the maximum rates that will be charged. This is subject to approval in advance by the CO, COR and Task Manager. Once incorporated into the MOA, it must be displayed in the copy center and a version provided to FERC suitable for posting on FERC's Website so the information is available to any requester at all times. The Contractor will have the option of temporarily reducing the fees when a voluminous document is released by FERC after obtaining approval from the CO.

C.3.10. Contractor Confidentiality

The Contractor shall agree to keep all formal information contained in source documents furnished by the FERC in the strictest confidence, said information being the sole property of FERC, until public dissemination of the material by FERC. The Contractor shall not reproduce documents marked confidential or non-public without the

written permission of the Task Manager. The Contractor shall immediately notify the Task Manager in writing in the event it determines or has reason to suspect a breach of this requirement. In addition, the Contractor shall be required to submit a non-disclosure statement signed by each employee with access to FERC documents.

C.3.11. Section 508 Accessibility Compliance Requirements

The Commission is required to comply with Accessibility Compliance Requirements as prescribed in Section 508 of the Rehabilitation Act, pub. L. No. 105-200, 112 stat. 936 (1998). The Contractor, equipment and products must, therefore, conform to these requirements and the Contractor shall determine and demonstrate compliance. The Contractor must note in the technical proposal whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. For each item that is identified as compliant, the Contractor shall provide evidence or verification of compliance. The proposal must indicate where full details of compliance can be found (e.g. schedule attachment, vendor's website or other readily available location (specify)). The view the standards set forth in Section 508 in its entirety, please visit <http://www.section508.gov>.

C.3.12. Value-Added Services

The FERC encourages new or alternative services not identified herein in order to improve the services provided to members of the public interested in the Commission's information. For example, FERC encourages providing value-added services for a fee over and above the free basic services offered through our website. The Contractor shall describe these new or innovative services and provide a plan for implementation and the corresponding price for the subject series to the public interest.

C.3.13. Commission Security Policy

The Contractor and its subcontractors shall comply with the Commission's security policy requirements as set forth in:

- The Statement of Work of this contract
- FERC Administrative Directive (AD) 4-6, Information Technology Security Program
- FERC Procedural Manual (PM) 4-6, Computer Security Program
- Privacy Act of 1974
- Computer Security Act of 1987
- Government Information Security Reform Act

The Contractor may arrange to review copies of the above referenced documents by contacting the Contracting Officer's Representative at telephone number 202-219-1159. The Contractor shall include this provision in any subcontracts awarded pursuant to this contract.

C.4. Services to be Performed by the Contractor

C.4.1. Printing

The Contractor shall acquire and maintain sufficient Contractor-operated high-speed, heavy-duty printers to facilitate printing of material from authorized Commission resources and systems.

The requester identifies pages to be printed from these systems on a computer-generated or paper order form. Requests may also result from correspondence requests received directly by the Contractor, correspondence requests or e-mail requests referred to the Contractor by PRR staff, requests received by telephone or fax and requests received as a result of walk-in customers.

Printing by the Contractor in some cases shall be limited to those pages which have been scanned, and are viewable by the requester prior to them ordering them.

Some documents may contain color photographs, graphs or text. Documents may also contain over-sized materials including drawings, maps or exhibits and photographs. The Contractor shall allow the requester the option of printing or having this material reproduced in color or in black and white.

C.4.2. Paper to Paper - Reproduction

The Contractor shall acquire and maintain sufficient Contractor-operated copiers to provide the services required in this MOA in the most efficient manner possible.

The requester identifies documents and/or pages to be reproduced by identifying the pages on the order form. There will be times when correspondence is referred to the Contractor by PRR staff in instances when it is not feasible for PRR staff to supply a particular document due to volume or complexity in researching or copying. The requested information to be copied will be clearly identified on the order form with appropriate instructions. When requests are vague, PRR staff will seek clarification prior to forwarding the request to the Contractor. Although Contractor personnel will not be

held responsible for qualitative determinations on subject accuracy when material provided by the PRR staff is not clearly labeled, the Contractor shall seek verification from PRR staff in all cases when information provided does not clearly correspond with the information requested on the order form submitted by PRR staff.

The Contractor shall request, disassemble, copy, reassemble, restaple the original document, and reassemble the file folders. The copy shall be assembled, collated and stapled (when the original document was stapled) or rubber-banded (large documents).

The Contractor shall retain the proper sequence of pages/documents, in both the original and the copy. Special care in maintaining proper sequence shall be taken, especially whenever the requester orders more than one document from a folder, a multi-volume document, or a large document placed in a series of folders.

When a paper document with a spine is submitted with an order form, the Contractor shall obtain permission from the Task Manager to cut off the spine to aid in reproduction. In most cases, permission will be given. If permission is not given, the Contractor shall perform the reproduction of the bound material.

The Contractor shall examine documents carefully prior to copying to identify two-sided documents and reproduce them accordingly.

The Contractor shall provide all paper to paper copied products on either white bond or white recycled paper. Any special services requested by the customer beyond this standard is not required in this MOA. However, if the Contractor proposes to provide special services (e.g. colored paper, three-hole punched paper) it must be specified in the proposal and must be available to all customers on request.

Some documents may contain color photographs, graphs or text and may include over-sized materials including drawings, maps or exhibits and photographs. The Contractor shall allow the requester the option of having this material reproduced in color or in black and white.

PRR staff may forward requests for photocopying to the Contractor after locating specific documents and identifying on the order form which portion or portions are to be copied. Orders for copying will be securely attached to the document and given to the Contractor, who will reproduce it at the on-site facility, return the original documents to PRR staff, and mail the copies to the requester along with their invoice or receipt.

It is the responsibility of PRR staff to notify the requester that their request is being forwarded to the Contractor for action in those instances when it is not feasible for PRR staff to fulfill a particular request due to volume or complexity. PRR staff will inform the customer that a cost will be incurred based on the quantity or type of information being requested. This allows the customer the opportunity to cancel their request prior to the Contractor performing the service.

PRR staff will maintain a record of all documents charged to the Contractor for copying purposes. The Contractor, however, must request in writing, and in advance, authorization from the Task Manager when a requirement arises to remove any document from FERC premises. Furthermore, once documents are returned, it is the responsibility of the Contractor to ensure that the Task Manager is aware that the records have been returned.

C.4.3. Self-Service Copying Services

The Contractor shall acquire and maintain a sufficient quantity of self-service copying machines to fulfill public requests. This equipment shall be physically located in the Contractor's Copy Center, 888 First Street, NE, Room 2A-12, Washington, DC 20426. The photocopy machines must have automatic feed and collating capability. Simple, self-explanatory instructions on use must be posted on the machine. The equipment must produce copies in standard letter and legal size at a minimum. Other desirable features include multi-page self feeder, two-sided copying, and access by vending card.

The purpose of the copying machines is to provide quick copying for PRR users. The Contractor shall respond immediately when customers or PRR staff notify the Contractor that a customer has encountered problems with the equipment, e.g., paper supply out, illegible copies, jammed pages, malfunctioning vending apparatus, equipment breakage.

The Contractor shall ensure constant surveillance of the self-service machines in the copy center to ensure that they are in good operating condition and are stocked with paper, ink, fluids, or other necessary operating supplies. When any copying machine becomes inoperable, the Contractor shall immediately take the required action to arrange for prompt servicing or repair.

The Contractor shall have the capability to produce, off-site or on-site, full sized reproduction of all oversized pages.

C.4.4. Electronic Information - Production, Reproduction, Downloading and Printing

The Contractor shall provide downloading services when requested by the public. Information and/or documents will be downloaded from authorized Commission resources and systems. The Contractor shall not print, reproduce or download information from FERC's internal systems or sources of information, including the Commission's internal Intranet, unless authorized by the COR and Task Manager.

The Contractor shall print, or download publicly-available information to diskette or CD-ROM, and shall reproduce and distribute these products as necessary. The Contractor will be required to produce and/or reproduce and distribute CD-ROM versions of Commission publications, data from FERC applications, and/or documents from various Commission resources. The Contractor shall be capable of producing these CD-ROMs from electronic copies provided by the Commission, or by extracting and/or downloading them from Commission resources and packaging the end-products in a manner useful to the consumer market.

The Contractor shall acquire and stock blank, formatted, virus-free disks for sale, and produce on virus-free machines duplicate copies of disks or CD-ROMs.

All products shall have a label that clearly indicates the content of the disk or CD-ROM, the date copied, and any other pertinent information to identify the contents.

C.4.5. Information Research and Retrieval

The Contractor shall provide information research and retrieval services when requesters do not clearly identify or provide the documents to be reproduced, printed and/or downloaded.

The Contractor may impose a search fee when invoicing the customer if information retrieval orders are received and Contractor personnel must locate the material required for the requester.

The Contractor will sometimes receive requests from requesters who are unsure of the information they need. When these requests are forwarded to the Contractor by the PRR, it is the responsibility of the PRR staff to notify the requester that their request is being forwarded to the Contractor for action because it is not feasible for PRR staff to fulfill a particular request due to complexity of research. PRR staff will inform the customer that a research fee will be incurred based on the quantity or type of information

being requested and allow the customer the opportunity to refine their request or cancel it prior to the Contractor performing the service.

C.4.6. Microfiche/Microfilm - Production, Reproduction, Research and Printing

The Contractor shall acquire and maintain at least one plain-paper microfiche reader-printer to fulfill public requests. The reader-printer shall accommodate 16 mm, 33 mm and 105 mm microfiche.

The equipment will convert filmed images to plain paper. Instructions for use of the equipment shall be clearly posted near the machine.

The Contractor will be provided with a stock of all silver masters of previously microfiched material at the beginning of the MOA period and shall be responsible for inventorying the microfiche and producing an index of all the masters. Two copies of the index shall be provided to the Commission.

The Contractor shall provide blowbacks from microfiche on 8 1/2" x 11" white bond or white recycled paper to requesters.

If a requester requires microform to microform copies, the order may be handled by the Contractor at an off-site location.

The Contractor may be required to perform some searching of microform records to be copied, such as requests for documents which occupy only a portion of a fiche card out of a document that includes multiple fiche cards. Any search fee must be clearly stated in the Contractor's proposed price list.

The Contractor shall staple or rubber-band each multi-page paper document produced from microfiche.

The Contractor shall occasionally produce microfiche for the Commission free of charge. The original microfiche will be silver halide of negative polarity and will meet Federal standards of archival quality in 41 CFR, Chapter 101. The format will be 25x reduction ratio and 98 (fixed) frames per fiche. The Contractor shall provide two diazo copies of each fiche produced from these documents to the Commission in negative polarity. The Contractor shall maintain a silver halide master fiche. This will provide the Contractor with a copy of public use documents for reproduction requests. Within 30 calendar days of receipt, the Contractor shall microfiche and return the source documents, and furnish both microfiche and two copies of the index of those source

documents to the Task Manager. A quality control check shall be conducted by the Contractor prior to providing the microfiche.

The index and the microfiche headers should be identical. Each fiche should be a stand-alone document. Random and packed fiche are not acceptable.

Upon completion of the MOA, the Contractor will deliver all silver masters to the Government.

C.4.7. Maintenance of Subscriptions and Mailing Lists

Certain types of documents and information are of interest to more than one requester on a regular basis. When there is a demand for this type of service, the Contractor shall provide customers with the ability to subscribe to automatic duplication of specified recurring FERC documents. These subscription services must automatically provide copies of the desired documents. Documents shall be printed or copied or downloaded and delivered to the customer by the means of their choice. The Contractor shall constantly monitor these services to determine which subscriptions are in demand. The Contractor shall also seek to develop and implement methods of electronically delivering subscription items to customers.

C.4.8. Facsimile Requirement

The Contractor shall acquire and maintain sufficient facsimile equipment for the public's requirement to fax limited amounts of material outside of the Commission, both locally and long-distance. The Contractor shall also provide fax cover pages for use by the public, or allow them to utilize their own.

C.4.9. Document/Product Delivery Services

All orders processed on-site shall be distributed from the Contractor's reproduction facility in the PRR. The Contractor shall offer a variety of delivery options, including but not limited to, on-site pickup, U.S. Postal Service, express services, and facsimile transmission. The postage for delivery, domestic and foreign, by the U.S. Postal Service shall be accurately calculated on-site.

The Contractor shall offer both foreign and domestic facsimile service. Facsimile orders may be limited by number of pages in relation to turn around times.

The Contractor shall also seek to develop new services and methods of delivery that take advantage of emerging information technology solutions such as Web-enabled and data compression software.

The Contractor shall also enable the client to request material to be downloaded, printed, or e-mailed directly to them or to a location of their choice for local pick-up.

C.4.10. Management of Financial Transactions With the Public for Services Rendered

FERC will not be responsible for any costs or expenses incurred due to the Contractor not providing the information requested, or for unacceptable turn-around times.

The customer shall not be charged for blank pages, except for the occasional blank page buried within a two-sided document or an occasional blank sheet which appears in a one-sided original.

When specific documents are given to the Contractor that are clearly marked for reproduction and accompanied by an order form, the Contractor will not impose a search fee when billing the requester.

The Contractor shall be fully responsible for providing the requested products to the customer and completely handling payment --- by cash, check, money order, major credit card, automated invoicing system, or such other method is available from the Contractor.

The Contractor reserves the right to use all legal means necessary to collect owed monies.

All completed orders will result in an invoice being generated. Invoices generated for each order will contain a listing of each charge contained thereon.

The Government is not responsible for any damages or loss of money in case of robbery or any other civil disturbance and the FERC reserves the right to sell or otherwise distribute documents generated by the Commission in any format and medium.

The Contractor may establish and utilize a 900 service number and charge a reasonable rate for telephonic assistance relating to technical questions or research inquiries.

C.4.11. Managing Work Flow and Customer Inquiries

The Contractor's workspace shall be the information point for requesters or recipients on the status of all orders placed with the Contractor. The Contractor shall be available on Commission workdays (Monday through Friday from 8:30 a.m. - 5:00 p.m., Eastern time, except Federal holidays) at the on-site location to respond to inquiries and to complete all transactions.

The Contractor shall have the capacity to respond to customer inquiries about orders at any point in the process by requester name or organization, customer account number or other identifying information.

The Contractor shall provide technical and research assistance to customers via telephone.

C.5. Completion Schedule

C.5.1. Turnaround Times

Nearly all requesters have an immediate need for documents. The Contractor shall use his schedule of turn-around times for all document reproduction services, as submitted in its proposal and as incorporated into this MOA. Variables may include: type of media, format, size of original, size of reproduction, and volume of order. Rush service shall be offered in addition to a standard turn-around schedule.

Processing times shall be measured from the time an order is received. Hours refer to continuous business hours to inform the requester when he can expect an order to be filled.

C.5.2. Contractor Performance

All requests for copying or other services performed by the Contractor must be processed and completed promptly. If a request cannot be completed within the specified time frame, the Contractor shall immediately notify the Task Manager and the customer of the full circumstances and secure approval of a firm deadline for completion. When a request cannot be fulfilled on-site, the Contractor shall notify the Task Manager of the circumstances and complete appropriate FERC charge-out procedures before removing material to an off-site location.

The Contractor shall examine all orders for services and documents when they are received and promptly notify the Task Manager of any circumstances which will preclude fulfillment of the order within the applicable time-frame. This notification shall be given at the earliest possible time, but not later than 1 workday after an order has been received by the Contractor.

The Contractor may be required to attend training on various Commission systems and/or the use of Commission resources and will be expected to utilize these systems for research and/or reporting purposes.

Upon expiration or termination of the MOA, the Contractor will coordinate and cooperate with the incumbent Contractor to effect a smooth transition. The Contractor will be expected to transfer existing telephone numbers and lines to the new Contractor. When it is feasible and agreeable by both the incoming and outgoing Contractor, the two shall negotiate the transfer of existing leases on equipment and other matters related to the MOA and the interest of the Commission.

The Contractor shall provide, in their technical proposal, two points of reference of past performance. These references shall include a main point of contact and telephone number.

C.5.3. Equipment Performance

The Contractor shall provide equipment that will accommodate the needs of both infrequent or one-time users and frequent, perhaps daily, users. Simple, easy-to-read instructions must be clearly posted near the equipment. Service/Maintenance contracts shall be maintained for high-use equipment and deficiencies for all equipment shall be corrected within 24 hours unless parts or supplies need to be ordered. When this is the case, the Task Manager must be informed as to the estimated date of when the equipment will be functional.

The Contractor shall notify the Task Manager of any equipment breakdown, the nature of the problem, the arrangements made for repair and expected downtime no later than 30 minutes after becoming aware of unscheduled major downtime prohibiting the use of individual pieces of equipment.

At the beginning of each workday, the Contractor shall determine the operational status of each piece of equipment. On a daily basis, the Contractor shall report deficiencies and equipment problems to the Task Manager or designee. The Contractor shall take action to correct such deficiencies and problems when corrective action lies

within the control of the operators, for example, making minor adjustments, repairs, removing paper jams, and/or calling maintenance personnel.

C.5.4. Quality Control

The Contractor shall provide printing and paper reproductions to the public that are complete, clearly legible, centered on the sheet, reflect uniform density throughout the image, and are free from any excessive background or toning.

All paper reproductions shall be properly collated, stapled (rubber banded in the case of large documents), and be in black image on white bond or white recycled paper.

Each microfiche duplicate shall be placed in an individual plain protective envelope for the requester. Duplicated microform shall be free of scratches, holes, tears, fingerprints, dirt, dust, or any defect that would adversely affect their usefulness.

The Contractor shall replace, at no charge to the recipient, any reproductions failing to conform to these standards.

Since PRR documents may be of varying quality, even within a document package, the Contractor shall be responsible for monitoring the legibility and accuracy of completed orders. The Contractor shall halt reproduction when requested documents are not legible or otherwise unsuitable for reproduction. The Contractor shall also quality check all documents to be faxed to determine whether or not the document is of sufficient quality to provide a legible copy via facsimile. The Contractor shall bring problems to the attention of the Task Manager. The Task Manager will attempt to replace the defective document and shall notify the customer of lengthy delays or inability to fill the order.

Valid user complaints concerning the legibility and accuracy of orders, as judged by the Task Manager, in excess of one per month average over a 2-4 month period is unacceptable.

Turn-around times as stated in the Contractor's schedule and the delivery schedule as agreed on by the CO, COR and Task Manager shall each be met at least 95% of the time.

Timeliness of refiling documents provided by PRR staff is of utmost importance in being able to provide that same document to other requesters when appropriate.

Valid user complaints concerning the maintenance of equipment, as judged by the Task Manager, equal to or greater than three times per month per piece of equipment, is unacceptable.

C.6. Contractor Personnel

The Contractor shall provide a service for the PRR and its users, and because members of the public commonly perceive the Contractor as an extension of the PRR, all interactions between Contractor staff and the public and between Contractor staff and the PRR and other FERC staff and Contractors shall be pleasant, courteous and professional at all times. The Project Manager shall report all complaints about Contractor behavior toward the public or staff to the Task Manager. If the Project Manager receives two valid, as judged by the Project Manager and/or Task Manager, complaints concerning a single individual, the Contractor shall immediately take whatever corrective actions are deemed necessary.

If an order has to be redone due to an error on the part of the Contractor, the Contractor shall not charge the customer a second time to send the corrected order.

A representative of the Contractor shall be on duty at all times at the PRR on-site Contractor facility during each PRR workday from 8:30 a.m. through 5:00 p.m. Eastern time, Monday through Friday. Additional personnel are to be provided by the Contractor as needed to meet the processing and delivery schedules established in this MOA.

The Contractor shall maintain a current roster of on-site employees which includes name, position title, and a brief job description. A copy of this roster must be submitted to the Task Manager by 4:15 p.m. on the next PRR workday following a staff change.

The Contractor's Project Manager is considered as Key Personnel under this MOA. The Project Manager shall be knowledgeable of all MOA-related responsibilities and procedures and shall have access to all order and billing records. The Project Manager should be accessible at all times during regular business hours unless prior notification, such as vacation, is provided to the Task Manager. In addition, a strong customer service orientation and demonstration of achieving knowledge of the energy industry are critical attributes for the Project Manager.

Contractor personnel shall refer all questions related to PRR policy and procedures or reference services to the PRR staff.

The Project Manager and all other Contractor employees who interact with the PRR staff and users shall be fluent in reading, understanding and speaking English.

C.7. Contractor Work Area

The Contractor will occupy space in Suite 2A-12. This space consists of a public use copy center, and a separate Contractor work area. The Contractor will negotiate directly with the General Services Administration (GSA) and pay for approximately 750 square feet of contractor work space. The space is currently estimated at \$2,160 per month, however, is subject to change due to inflation or other factors.

Customer transactions, including document pickup, shall be conducted at one of the customer service counters. Only business related to this MOA may be conducted in the Contractor work area and other FERC space.

The on-site facility shall be kept neat and orderly at all times. The Contractor shall not store PRR documents or files on the floor while they are in his possession. The Contractor shall comply with all building maintenance, security, and emergency requirements and procedures established by the FERC and in cooperation with building management.

C.8. Reporting Standards

C.8.1. Draft Order Report

The Contractor shall enter into the Commission's document management system, an electronic copy of a Draft Order Report within 24 hours after Commission Meetings. This report shall identify the quantity of draft orders and the time they were received from PRR staff, the beginning and completion times of subscriber copying, collation, assemblage and complete availability. The total number of pages per order, the total number of subscriber orders and the total number of pages copied must also be included. Any equipment problems shall also be annotated.

C.8.2. Monthly Progress Report

The Contractor shall prepare a Monthly Progress Report and submit it to the Task Manager no later than the 15th of each month covering work performed during the preceding calendar month. This report shall include detailed information of the work performed, quantities and costs of material printed, produced or reproduced on each piece of equipment, in each format (i.e. paper to paper, fiche to paper, download to CD-

ROM, etc.), and each type of service, as well as volume and associated costs to the customer. The Contractor and the COR shall determine and agree upon the proper format upon issuance of the MOA.

C.8.3. Weekly Performance Report

A Weekly Performance Report shall be prepared and submitted to the Task Manager no later than Wednesday following the week for which the report is covering. The report shall list maintenance activity on each piece of equipment, any equipment or software downtime and the steps taken to resolve the situation. In addition, the report shall also include a daily summary of Contractor performance as compared to on-time performance. In situations where the Contractor has not met their expected turn-around times, the report shall identify the reason why the turn-around times were not met.

C.8.4. Quarterly Profit and Loss Statement

Statements reporting quarterly profits and losses must be submitted to the CO and the COR within 10 business days after the following dates:

- March 31 of each calendar year
- June 30 of each calendar year
- September 30 of each calendar year
- December 31 of each calendar year.

C.9. Evaluation Criteria

Prospective Contractors are instructed to address each element within the statement of work, in the order it appears and specifically address each of the following evaluation criteria separately. Award shall be made to that offeror whose proposal is considered technically superior and provides the best value to the government, cost and other factors considered. Evaluation criteria is listed in descending order of importance.

1. Demonstrated financial ability to provide and maintain adequate personnel and equipment for the scope of this statement of work.
2. Ability to satisfy the technical and functional requirements identified in the statement of work.

3. Ability to provide adequate qualified individuals and managers to perform the required work.
4. Demonstrated Corporate experience in providing similar services to other clients.
5. Contractor price list.
6. References of past performance.
7. Method of tracking financial transactions, workload, and reporting progress.
8. Identification and validity of new or innovative approaches for value-added services.
9. Reasonableness of methodology identified for obtaining a working knowledge of the industries regulated by the Commission.